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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
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11 STEVE RICHARDSON,
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13 Plaintiff,

14 vs.

15 CITY OF LOS ANGELES, a local public
16 entity, OFFICER MEJIA, OFFICER
17 SIKORSKI, OFFICER MARTINEZ,
18 OFFICER ROTH, OFFICER FELDTZ,
19 OFFICER MILLER, OFFICER
ALVARADO, OFFICER ZIESMER,
OFFICER TREJO, OFFICER REYES,
OFFICER BROWN, OFFICER
CHAPMAN

20 Defendants.
21
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CASE NO. CV10-02473 DDP(RZx)

Hon. Dean D. Pregerson- Ctrm 3, 2nd Fl.

Hon. Mag. Ralph Zarefsky- Ctrm. 540 Roybal

**[PROPOSED] PROTECTIVE ORDER
REGARDING DISCLOSURE OF
CONFIDENTIAL INFORMATION**

23 Whereas counsel for the parties have discussed the mutual exchange of documents in
24 this litigation, Defendants, through their counsel of record, have agreed to produce
25 certain confidential information in this litigation, and therefore, the parties have stipulated
26 to the following terms and conditions, the Court hereby orders as follows:

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1 1. Defendants (hereinafter “Disclosing Party(ies)”) may designate as confidential any
2 personnel files, Internal Affairs documents or any other document or writing that they,
3 in good faith, believe is protected from disclosure within the meaning of FRCivP 26(g),
4 in that they believe the document contains confidential or private information. Such
5 documents may be classified as subject to this protective order by marking each
6 document or writing with a watermark, such as “Confidential,” “Confidential
7 Documents,” “Confidential Material,” “Subject to Protective Order,” or words of a
8 similar effect. Documents and writings so designated, and all privileged information
9 derived therefrom [hereinafter collectively referred to as “Confidential Information”],
10 shall be treated in accordance with the terms of this Stipulation. In making this
11 designation, the Disclosing Parties are also representing that no portion of the document
12 is segregable and, therefore, subject to production without restriction as “Confidential.”

13 2. Confidential Information may be used by the persons receiving such information
14 [hereinafter “Receiving Party(ies)”] only for the purpose of litigation of this case, and for
15 such other purposes as permitted by law.

16 3. Subject to the further conditions imposed by this Stipulation, the Confidential
17 Information may only be disclosed to the Court and to the following “qualified” persons:

- 18 (a) Counsel of record for the parties to this civil litigation;
- 19 (b) Defendants City of Los Angeles and Los Angeles Police Department;
- 20 (c) Attorneys, paralegals, law clerks, stenographic, clerical and secretarial
21 personnel who are employees in the offices of counsel referred to in subparagraph (a);
- 22 (d) Parties to the litigation;
- 23 (e) Expert witnesses consulted and/or retained for this action; and
- 24 (f) The judge and court personnel, including stenographic reporters.

25 4. Prior to the disclosure of any Confidential Information to any person described in
26 paragraph 3(a), (c) or (d), counsel for the Receiving Party who seeks to use or disclose
27 such Confidential Information shall first provide a copy of this Stipulation and have the
28 individual to whom the Receiving Party intends to disclose said Confidential Information

1 sign the Nondisclosure Agreement set forth in Attachment "A", stating that the person
2 has received and read a copy of the Stipulation and understands that s/he is bound by the
3 terms of the Stipulation.

4 5. Unless made on the record in this litigation, counsel making the disclosure to any
5 qualified person described herein shall retain the original executed copy of the
6 Nondisclosure Agreements until thirty (30) days after this litigation has become final,
7 including any appellate review, and monitoring of an injunction. Counsel for the
8 Receiving Party shall maintain all signed Nondisclosure Agreements and shall produce
9 the original signature page upon reasonable written notice from opposing counsel. If an
10 issue arises regarding a purported unauthorized disclosure of Confidential Information,
11 upon noticed motion of contempt filed by the Disclosing Parties, counsel for the
12 Receiving Party may be required to file the signed Nondisclosure Agreements, as well
13 as a list of the disclosed documents, in camera with the Court having jurisdiction of the
14 Stipulation.

15 6. The court reporter, videographer, and audiographer, if any, who record all or part
16 of the depositions in this matter of Defendants City of Los Angeles and Los Angeles
17 Police Department, or any other current or former employee of the Los Angeles Police
18 Department shall be subject to this Order. In preparing the original deposition videotape,
19 audiotape, or portions thereof, any copies thereof, or portions of copies thereof, all
20 documents designated as "Confidential Information," and all testimony involving
21 information derived from such "Confidential" documents shall be segregated from the
22 rest of the deposition. No copies of such segregated "Confidential Information" portions
23 of the materials described above shall be provided to any persons other than those
24 persons identified in paragraph 3. Nothing in this agreement is intended to limit the
25 rights of third parties to obtain such Confidential Information through discovery and
26 subpoena power in other proceedings, subject to a motion for a protective order filed in
27 those proceedings by the party seeking to prevent disclosure of the Confidential
28 Information.

1 7. If any “Confidential Information” documents or testimony derived from
2 such documents occurs at a deposition, those attending such portions of the depositions
3 shall be bound by this Order and, therefore, shall not disclose to any person or entity, in
4 any manner, including orally, any statements made by Defendants City of Los Angeles
5 and Los Angeles Police Department, or any other current or former employee of the Los
6 Angeles Police Department during the “Confidential” sections of said depositions.

7 8. Upon final termination of this litigation, including any appeal pertaining thereto,
8 all documents still classified as Confidential Information at that time, and all copies
9 thereof, including copies provided to any qualified person in paragraph 3 herein above,
10 shall be returned to the Disclosing Party within thirty (30) days.

11 9. If any Receiving Party who receives Confidential Information is served with a
12 subpoena or other request seeking Confidential Information, s/he or it shall immediately
13 give written notice to counsel for the Disclosing Parties, identifying the Confidential
14 Information sought and the time in which production or other disclosure is required.
15 Such notice shall be given sufficiently in advance of the date for production or other
16 disclosure so that the Disclosing Parties have the opportunity to obtain an order barring
17 production or other disclosure, or to otherwise respond to the subpoena or other request
18 for production or disclosure of Confidential Information. However, in no event should
19 production or disclosure be made without prior written approval by the Disclosing Party’s
20 Counsel unless required by court order arising from a motion to compel production or
21 disclosure of Confidential Information.

22 10. Any pleadings, motions, briefs, declarations, stipulations, exhibits or other
23 written submissions to the Court in this litigation which contain or incorporate
24 Confidential Information shall be filed and maintained under Local Rule 79-5, which
25 governs the filing of documents under seal. Any other pleadings, motions, briefs,
26 declarations, stipulations, exhibits or other written submissions that refer but do not
27 contain or incorporate Confidential Information, shall designate the particular aspects that
28 are confidential so as to enable the Court, in drafting presumptively public orders relating

1 to these filings under seal, to determine whether there is evidence which the Court should
2 attempt not to disclose. If any papers to be filed with the Court contain protected
3 information, the proposed filing shall be accompanied by an application to file the papers
4 or the portion thereof containing the protected information, under seal and that the
5 application shall be directed to the judge to whom the papers are directed. Pending the
6 ruling on the application, the papers or portions thereof subject to the sealing application
7 shall be lodged under seal.

8 11. Counsel for the parties agree to request that any motions, applications or
9 other pre-trial proceedings which would entail the disclosure of Confidential Information
10 be heard by the Court in a manner that would preserve the confidential nature of the
11 information, unless having heard opposition from counsel to such a process, the court
12 orders otherwise. The terms of this agreement do not apply to evidence presented at trial.
13 Any party seeking to limit the introduction of Confidential Information at trial shall take
14 the matter up with the judicial officer conducting the proceeding at the appropriate time.

15 12. Nothing herein shall prejudice any party's rights to object to the introduction
16 of any Confidential Information into evidence on grounds including, but not limited to,
17 relevance and privilege.

18 13. At any time after receipt of documents labeled as Confidential Information,
19 the Receiving Parties may provide the Disclosing Parties with a written objection to the
20 classification of specific documents as prohibited from disclosure under this protective
21 order and the basis for the Receiving Parties' objection. The Disclosing Party shall,
22 within 30 days of receipt of the written notice, advise the counsel for the Receiving
23 Parties whether the Disclosing Party intends to seek an order from the Court retaining the
24 documents within the Protective Order. The counsel for the Receiving Parties must,
25 upon receipt of such written notice, continue to treat the documents as Confidential
26 Information until such time as the Court issues a ruling on the Disclosing Parties' motion
27 to maintain the confidentiality of said documents. Notwithstanding the foregoing, any
28 party bound by this Stipulation who contests the confidential nature of documents

1 produced pursuant to this Stipulation may move the Court for an order to have the
2 documents removed from the protective order and to have the documents declared not
3 confidential, or otherwise move to modify the Stipulation as to some or all of the
4 documents. These procedures are in addition to, and not in lieu of compliance with
5 Local Rule 37-1, et seq. relating to discovery motions.

6 14. Any violation of this Order may be punished by any and all appropriate
7 measures including, without limitation, contempt proceedings and/or monetary sanctions.

8 15. Any procedures specified above in this Protective Order are in addition to,
9 and not in lieu of, compliance with the local rules regarding discovery motions.

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11 **IT IS SO ORDERED:**

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14 Dated: August 2, 2011

By: _____


HONORABLE RALPH ZAREFSKY
UNITED STATES MAGISTRATE JUDGE